

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**Meeting Date: 19 October 2005Division: Growth ManagementBulk Item: Yes X No Department: Marine ResourcesStaff Contact: George Garrett**AGENDA ITEM WORDING:**

Approval of a JPA agreement between Monroe County and the Florida Department of Transportation and an adoption resolution to complete digital true color and color IR aerial photography of the Florida Keys.

ITEM BACKGROUND:

The County has a need for spatially accurate high resolution aerial photography upon which to base its GIS base map layers, notably the Parcel layer. FDOT maintains a long term contract with the firm of Woolpert, Inc who regularly completes their aerial over flight work. The contract with Woolpert is a state contract which the County may avail itself of, in this case, to enhance the aerials that FDOT would normally fly approximately every two years. FDOT does not provide aerial ground control for the outlying islands which limits the spatial accuracy of any GIS layer that the County creates based on the previous FDOT aerials. In addition, the County needs photography with greater image resolution than FDOT typically flies. This JPA agreement with FDOT will provide the additional ground control that the County needs in the further development of its GIS and will also provide high resolution images (1"=100' or 1/2' digital pixel resolution). The total value of the JPA is \$350,000, FDOT will provide \$20,000 toward this cost and the County will provide the remaining \$330,000 as budgeted this Fiscal Year. As photography is completed and processed, the cities will be provided the photography as well and will be asked to participate in the cost, thus reducing the ultimate cost to the County. Each of the cities, the Sheriff's Office, two of the utilities, and Florida Department of Revenue have indicated a willingness to cost share the product costs and have established funding in their adopted budgets. The County will develop interlocal agreements with these entities in the next couple of months to help offset project costs.

PREVIOUS RELEVANT BOCC ACTION:

Adoption of FY 2005-06 Budget for GIS

CONTRACT/AGREEMENT CHANGES:

New Contract

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$350,000 BUDGETED: Yes X No COST TO COUNTY: \$330,000 SOURCE OF FUNDS: Cost Center 50002REVENUE PRODUCING: Yes No X AMOUNT Per Month Year APPROVED BY: County Atty X OMB/Purchasing X Risk Management XDIVISION DIRECTOR APPROVAL: Timothy McGarry, Director of Growth ManagementDOCUMENTATION: Included X Not Required DISPOSITION: AGENDA ITEM NO.:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: <u>FDOT</u>	Contract # _____
	Effective Date: <u>October 19, 2005</u>
	Expiration Date: <u>December 31, 2006</u>
Contract Purpose/Description: <u>FDOT agreement to complete spatially accurate, high resolution aerial photography to assist the County in GIS project development</u>	
Contract Manager: <u>George Garrett</u>	<u>2507</u> <u>Marine Resources / 11</u>
(Name)	(Ext.) (Department/Stop #)
for BOCC meeting on <u>10/19/05</u> Agenda Deadline: <u>10/03/05</u>	

CONTRACT COSTS

Total Dollar Value of Contract: \$ 350,000 Current Year Portion: \$ 350,000
 Budgeted? Yes ☒ No ☐ Account Codes: _____
 Grant: \$ 20,000 148 - 5002 - 530340
 County Match: \$ 330,000

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>10/06/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/06/05</u>
Risk Management	<u>10/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/5/05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/5/05</u>
County Attorney	<u>10/3/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/4/05</u>
Comments: _____				

Marine Resources

RESOLUTION NO. 2005

**A RESOLUTION OF THE MONROE COUNTY BOARD OF COMMISSIONERS
APPROVING A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT) TO COMPLETE HIGH
RESOLUTION DIGITAL TRUE COLOR AND COLOR INFRARED AERIAL
ORTHOGRAPHY FOR THE LAND AREA OF THE FLORIDA KEYS.**

WHEREAS, the Board of County Commissioners wishes to obtain new digital True Color aerial orthophotography at 1"=100' orthophotoscale (0.5' pixel resolution) Color Infrared (CIR) aerial orthophotography at 1"=100' orthophotoscale (0.5' pixel resolution) for the land area of the Florida Keys

WHEREAS, the Florida Department of Transportation (FDOT) will be flying new photography this year and currently has the firm of Woolpert, Inc. under long-term contract; and

WHEREAS, the combination of funds and effort will produce a mutually beneficial product, now, therefore

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY,
FLORIDA THAT:**

Section 1. the Board approves the Joint Participation Agreement (JPA) with the Florida Department of Transportation to complete aerial photography of the Florida Keys.

Section 2. has appropriated funds in the amount of \$330,000 specific to the Project at hand. Said funds will be made available to FDOT upon execution of the JPA and Adoption Resolution and upon receipt by the County of a detailed invoice for service covered in the scope of work associated with the JPA agreement.

PASSED AND ADOPTED by the Board of County Commissioners, Monroe County, Florida at a regular meeting of said Board held on the 19th day of October, A.D., 2005.

Mayor Dixie Spohr _____
Mayor Pro Tem Charles "Sonny" McCoy _____
Commissioner George Neugent _____
Commissioner David Rice _____
Commissioner Murray Nelson _____

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

BY: _____
MAYOR/CHAIR PERSON

(SEAL)

ATTEST: DANNY I. KOLHAGE, CLERK

BY: _____
DEPUTY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:  _____
ATTORNEY'S OFFICE

JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT (this "Agreement") is made and entered into on this 19th day of October, 2005, between MONROE COUNTY, a political subdivision of the State of Florida, existing under the Laws of the State of Florida, hereinafter called the COUNTY, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION a component agency of the State of Florida, hereinafter called the DEPARTMENT.

WITNESSETH:

WHEREAS, the COUNTY wishes to obtain new digital True Color aerial orthophotography at 1"=100' orthophotoscale (0.5' pixel resolution) Color Infrared (CIR) aerial orthophotography at 1"=100' orthophotoscale (0.5' pixel resolution) for the land area of the Florida Keys; and

WHEREAS, the DEPARTMENT has a similar interest for areas along and immediately adjacent to the U.S. Highway 1 corridor over which the DEPARTMENT has jurisdiction; and

WHEREAS, the DEPARTMENT maintains a standing contract with the firm of Woolpert, Inc to complete such aerial photographic projects as needed; and:

WHEREAS, it is the desire of the DEPARTMENT and the COUNTY to maximize the benefit to either party by completing such photography as part of the same aerial photography project; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and benefits set forth and other good and valuable consideration, receipt of which is hereby acknowledged, hereby agree as follows:

- 1. Representations by the DEPARTMENT.** The DEPARTMENT makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The DEPARTMENT has been duly created and is validly existing as a public agency under the laws of the State. The DEPARTMENT has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The obligations of the DEPARTMENT under this Agreement are valid and enforceable in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (b) There is no litigation pending or, to the knowledge of the DEPARTMENT, threatened with respect to the future development of the aerial photography which are a part of this Agreement which will affect the performance by the DEPARTMENT of its obligations under this Agreement.
- (c) No default exists with respect to the obligations of the DEPARTMENT under this Agreement, and the execution and delivery of this Agreement by the DEPARTMENT do not constitute a violation of applicable law or regulations or a breach of a default under any other agreement to which the DEPARTMENT is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.
- (d) All consents, waivers, approvals and other governmental actions required to be taken in order for the DEPARTMENT to enter into and fully comply with this Agreement have been received and obtained by the DEPARTMENT.

2. Representations by the COUNTY. The COUNTY makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The COUNTY has been duly created and is validly existing as a public body politic and corporate under the laws of the State. The COUNTY has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper corporate action the COUNTY has been duly authorized to execute and deliver this Agreement. The obligations of the COUNTY under this Agreement are valid and enforceable in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (b) No litigation is pending, or to the knowledge of the COUNTY, threatened with respect to the future development of the which are a part of this Agreement which will affect the performance by the COUNTY of its obligations under this Agreement.
- (c) No default exists with respect to the obligations of the COUNTY under this Agreement, and the execution and delivery by the COUNTY of this Agreement do not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the COUNTY is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

- (d) All consents, waivers, approvals and other governmental actions required to be taken in order for the COUNTY to enter into and fully comply with this Agreement have been received or obtained by the COUNTY.

3. Recitals. The Recitals to this Agreement are true and correct and are hereby incorporated herein by reference and made a part hereof.

4. General Requirements.

- (a) The COUNTY shall submit this Agreement to its Board of County Commissioners for ratification or approval by Resolution. A copy of said Resolution is attached hereto as Exhibit "C", 'County Resolution', and is incorporated herein by reference.
- (b) The COUNTY agrees to provide the DEPARTMENT with its share of funds specified in this Agreement, (\$330,000) within two weeks of signature by both parties.
- (c) The COUNTY agrees to assist Woolpert, the DEPARTMENT's PROJECT subcontractor, in the establishment of ground control points when located in areas not accessible by road (Offshore islands). As needed, the County will provide a boat and operator for this effort.
- (d) The COUNTY will work with Woolpert in the review and revision of any interim and final work products, making all information available to both the DEPARTMENT and Woolpert.
- (e) The COUNTY agrees to certify any interim or final work products that it reviews both to the DEPARTMENT and Woolpert as it relates to the financial / contractual relationship between the DEPARTMENT and Woolpert.

- (f) The DEPARTMENT agrees to receive COUNTY funds for the PROJECT described in EXHIBIT A below and to administer these funds in furtherance of the objectives of this Agreement and in accordance with standard financial practices.
- (g) The DEPARTMENT agrees that it will administer the completion of the PROJECT in accordance with the Scope of Services outlined in EXHIBIT A acting as the PROJECT manager. The DEPARTMENT will complete the project utilizing funds provided by the COUNTY.
- (h) The DEPARTMENT agrees that it will be a co-partner in review and approval of any interim or final products produced by Woolpert prior to any payment of Woolpert for services. This will occur at a PROJECT staff level.
- (i) The DEPARTMENT agrees that all work products described in EXHIBIT A below will be provided to the COUNTY for its independent use once the PROJECT is complete.
- (j) The Department agrees to provide a copy of its contract with Woolpert and the work order between Woolpert and the DEPARTMENT which will initiate this PROJECT such that it will be made a part of this agreement and will be attached as EXHIBIT

6. Standard Financial Provisions.

- a. Cumulative eligible project costs may not exceed THREE HUNDRED FIFTY THOUSAND (\$350,000) during DEPARTMENT fiscal years 2005/2006 as outlined in Exhibit 'B', 'Financial Estimate'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between

the DEPARTMENT and the COUNTY authorizing the additional DEPARTMENT funding shall be executed prior to such costs being incurred.

- b. The COUNTY agrees to pay the DEPARTMENT or Woolpert, Inc directly for the herein described services as detailed in this Agreement.
- c. Payment shall be made only after receipt and approval of goods and services.
- d. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Said bills may be provided by the DEPARTMENT for services provided by Woolpert, Inc. or by Woolpert, Inc for direct payment to Woolpert, Inc. by the COUNTY at the discretion of the DEPARTMENT.
- e. Itemized travel expenses will not be reimbursed, but may be inclusive of services provided.
- f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request. Records of costs incurred includes the Participant's general accounting records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- g. PROJECT funds will be expended only for deliverables outlined in EXHIBIT A below.

h. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

7. Effective Date of this Agreement. This Agreement shall become effective on the date hereof.

8. Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

9. Amendment of Agreement. This agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing and executed and delivered by each.

10. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

- (a) If to the County: Monroe County, Department of Marine Resources
2798, Overseas Highway, Suite 420
Key West, Florida 33040
Attention: George Garrett
- (b) If to the Department: Florida Department of Transportation
1000 NW 111th Avenue, Room 6137
Miami, Florida 33172
Attention: JPA Coordinator

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

11. Entire Agreement. This Agreement, including the Attachment to this Agreement, contain the sole and entire agreement between the parties with respect to such subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

12. Binding Effect. This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

13. Waiver. Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

14. Captions. The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

15. Absence of Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

16. Other Documents. The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by the COUNTY may require approval by the Board

of the COUNTY, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the COUNTY under this Section.

17. Audits. Florida Single Audit Act requirements as outlined in the attached Exhibit “E”, ‘Audit Reports’, are incorporated herein by reference.

18. Governing Law. This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Monroe County, Florida.

19. Indemnification. To the extent permitted by **Section 768.28, Florida Statutes**, the parties agree to indemnify each other for liability due to any act or omission, neglect or wrongdoing of a party or any of its officers, agents or employees. Further, the parties agree to defend each other against any and all such claims or demands which may be claimed and have arisen as a result of or in connection with the parties’ participation in this Agreement. Nothing contained herein shall be construed to contradict the provisions of **Section 768.28, Florida Statutes**, nor shall this Section be construed to require either party to indemnify the other for the negligent acts of the other.

20. Expiration of Agreement. The DEPARTMENT agrees to complete the PROJECT on or before December 31, 2006. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT’s District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

21. Final Invoice. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within 120 days after the expiration of this Agreement. Invoices submitted after the 120-day time period will not be paid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, MONROE COUNTY, signing by and through its County Manager, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its District Secretary, each duly authorized to execute same.

MONROE COUNTY:

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:**

BY: _____
COUNTY MAYOR

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) COUNTY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW: _____
APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

COUNTY ATTORNEY

DISTRICT GENERAL COUNSEL

EXHIBIT 'A'

SCOPE OF SERVICES

TRUE COLOR AND COLOR INFRARED ORTHOPHOTO IMAGERY

FDOT Financial Project ID: ?????-?-??-??

COUNTY: Monroe

DEPARTMENT Project Manager: Ernesto Polo, P.E.

COUNTY Project Manager: George Garrett

1. INTRODUCTION

2. PROJECT PHASES

A. PHASE 1. ACQUISITION OF TRUE COLOR AND CIR IMAGERY

- I. Project Design
- II. Mission Planning
- III. Image Acquisition
- IV. Ground Control
 - a. Project Datum
 - b. Deliverables

B. PHASE 2. PROCESSING TO DERIVE TRUE COLOR AND CIR IMAGE PRODUCTS.

- I. Digital Photogrammetric Processing Workflow.
 - a. Digital Image Acquisition
 - b. Orientation and Triangulation
 - c. Image Deliverables
- II. DTM Development

3. PROJECT AND PAYMENT/DELIVERABLES SCHEDULES

1. INTRODUCTION

This document will serve as an outline of requirements for the Monroe County Color/CIR Aerial Imagery Project.

The project area will encompass the Florida Keys areas of Monroe County, Florida.

Project goals are:

- ✓ To provide new digital True Color aerial orthophotography at 1"=100' orthophotoscale (0.5' pixel resolution).
- ✓ To provide new digital Color Infrared (CIR) aerial orthophotography at 1"=100' orthophotoscale (0.5' pixel resolution).
- ✓ To provide all digital aerial orthophotography to meet or exceed current National Map Accuracy Standards (NMAS),
- ✓ To begin ground control on or before the beginning of the fourth week of October 2005 and to commence aerial photography no later than December 1, 2005 ending no later than April 1, 2006, with the final deliverable no later than September 1, 2006.

2. PROJECT PHASES

A. PHASE 1. ACQUISITION OF TRUE COLOR AND CIR IMAGERY

I. Project Design

- ✓ This project shall commence no later than October 24, 2005 with all contracted services and deliverables in the possession of the Monroe County Commission no later than September 1, 2006. Obvious phases of this project include but are not limited to planning, ground control, aerial photography and, triangulation, DTM development, and aerial imagery delivery.
- ✓ Implementation Plan
 - The Implementation Plan will outline the overall work process for the project, including Woolpert staff responsible for the project phases, schedule for each phase, and will include the quality control steps employed throughout each phase.
- ✓ Project/Progress Reports are due in the possession of the designated contact person for the Monroe County Commission no later than the 15th of the following month.
 - Project/Progress Reports shall include, but not be limited to:
 - a. Work Accomplished – Percent status of work completed for *each* project phase for the reporting month,
 - b. Work To Be Accomplished This Month – All work that is planned to be accomplished during the current month,
 - c. Meetings – Minutes and results of any meetings between The Monroe County Commission, Woolpert, and any sub-contractor or person having some responsibility to the project,

- d. Problems Encountered – any problems encountered that will have an effect on project deliverables or project outcome,
- e. Map of Stereo Model Layout – showing completed DTM development to date,
- f. Map of Orthophoto Tile Layout – showing completed and delivered and True Color and CIR orthophotography,
- g. Invoice – for previous months work.

II. Mission Planning

- ✓ The County, for the purposes of planning and data delivery, shall be divided into three delivery areas.
- ✓ The County will provide a boat and operator for three weeks to transport Woolpert surveyors to ground control sites not accessible by road.
- ✓ Woolpert will furnish all other necessary materials, equipment, supervisory, professional and technical services personnel required to manage, survey, document, and process all work task and deliverables associated with this project.
- ✓ The location, size and boundaries of the areas to be photographed, indicated as image tiles, and proposed flight lines will be outlined on digital USGS quadrangle maps at a scale of 1"=6,000' feet. These two maps shall be submitted to the County for approval.
- ✓ Aerial photography will begin in November/December 2005 and be completed no later than April 1, 2006 – generally between the hours of 10:00am and 2:00pm when the sun angle is not less than 30 degrees. Photography will not be undertaken when the ground is obscured by haze, fog, smoke or dust; or when the clouds or cloud shadows will appear in any one photograph. The photography shall not contain objectionable shadows caused by relief or low solar altitude.
- ✓ The aircraft to be used shall be equipped with all essential navigation and photographic instruments and will be operated by a well-trained and experienced crew. Performance of the aircraft shall be adequate to complete the proposed project in accordance with the technical specifications. All operations shall be in conformity with accepted standards and practice and National Map Accuracy Standards.

III. Image Acquisition

Woolpert will use the Leica ADS40 digital camera to complete image acquisition.

- ✓ 1"=100' Scale Orthophotography. The imagery for 1"=100' scale orthophotography will be flown at a flight height of 4,800 feet above the natural ground level.
- ✓ Crab in excess of three (3) degrees may be cause for rejection of a flight line or any portion thereof in which the excess crab occurs.
- ✓ Tilt of the camera from verticality at the instant of exposure shall not exceed 3 degrees nor shall it exceed 5 degrees between successive exposure stations. Average tilt over the entire project shall not exceed one (1) degree.
- ✓ Imagery deviating from the indicated altitude above by more than 5% may be rejected.
- ✓ Unacceptable aerial photography shall be corrected by Woolpert at no additional cost to the County.
- ✓ The aerial camera shall be a precision Leica ADS40 digital aerial mapping camera. Camera characteristics must be such that the aerial photographs taken can be satisfactorily used in the stereo-plotting process.
- ✓ Images shall be clear and sharp in detail and free from light streaks, static marks, and other blemishes.
- ✓ A licensed Florida Surveyor and Mapper/ASPRS Certified Photogrammetrist employed by Woolpert will supervise all photogrammetric processes.

IV. Ground control

- ✓ All global positioning system (GPS) network design, observation techniques, and data adjustments shall be performed by a licensed Florida Surveyor and Mapper.
- ✓ Existing ground control shall be used wherever feasible.
- ✓ Horizontal and vertical control obtained during the GPS survey will be acquired using current accepted best practices.
- ✓ Woolpert shall provide a horizontal and vertical control layout to support orthophoto production.
- ✓ All GPS control shall be based on the Florida State Plane Coordinate System (East Zone), referenced to NAD83/90, and expressed in U.S. Survey feet.
- ✓ All observations will follow Federal Geodetic Control Subcommittee (FGCS) specifications for a second-order class II GPS control survey, resulting in a minimum accuracy of 1:20,000.

- ✓ All observations will be performed according to the criteria outlined in current FGCS policy specifying the minimum observation time, redundancies, and closures required.
- ✓ All vertical control shall meet the GPS equivalent of third-order requirements or better.
- a. Project Datum
 - ✓ All activities and deliverables for this project shall be based on the following:
 - Horizontal Datum: North American Datum 1983, 1990 readjustment (NAD83/90), Coordinates: Florida State Plane, East Zone
 - Units: U.S. Survey feet
 - Vertical Datum: North American Vertical Datum 1988 (NAVD88)
 - Units: Survey feet
- b. Deliverables
 - ✓ Leica ADS40 documentation serving as calibration report.
 - ✓ Ground Control Report on the GPS control survey network. The report should cover but is not limited to the following:
 - Introduction
 - Field work
 - Software
 - Equipment (and whether or not it is owned or leased)
 - Weather
 - Adjustments
 - Closures
 - Station listing with final adjusted coordinates and elevations (as well as an ArcInfo coverage or shapefile of this information)
 - Field project sketch
 - Location diagram for each photo control point
 - Geodetic quality control process

B. PHASE 2. PROCESSING TO DERIVE TRUE COLOR AND CIR IMAGE PRODUCTS.

I. Digital Photogrammetric Processing Workflow

a. Digital Image Acquisition

- ✓ Digital True Color and CIR orthophotography shall be developed to 1"=100' scale, 0.5-foot output pixel ground resolution.
- ✓ Interpolation for a coarser input resolution to a finer output resolution shall not be performed. Image capture will be at a sufficient resolution to produce the required 0.5' pixel resolutions of the True Color and CIR orthophotography.
- ✓ All digital imagery shall be processed in a manner that generates full color intensity range.
- ✓ The orthophotography modular file naming convention will use the first four digits of the northing and easting state plane coordinate values for the lower left corner of the map sheet. All location values will be based on the lower left corner of the lower left pixel within each map sheet image. Each image name will end with "_c05" prior to the image suffix (for example **b1865092_c05.tif**, or **c1870042_c05.tif**) to signify a 1"=100' color tiff image flown in the year 2005. Consequently, each CIR image name will begin with a lower case "ir" and end with "_05" prior to the image suffix (for example **ir1865092_05.tif**) to signify a color infrared tiff image.
- ✓ Images will be delivered in either TIFF format with a suitable world file (tif/tfw), or GeoTIFF format (tif), whichever is preferred by the County.

b. Orientation and Triangulation

- ✓ Transfer of control points to images shall be performed according to accepted industry practices and standards.
- ✓ Rectified images will be mosaiced together with great care and in a fashion that results in no visible seam, mismatch, or tonal variation between image tiles. Mosaicing between rectified images will be performed in a fashion that maintains the integrity of any building from a single image. That is, where buildings fall near the mosaic line between images, the mosaicing will be performed interactively to assure that any building is a product of a single image. This specific requirement is to prevent the destructive effect of relief displacement so that no building is "cut off" by a mosaic line or appear "distorted" by being a product of two adjacent images.
- ✓ Image rectification shall be done in accordance with accepted industry standards and practices and shall have accurate X,Y ground coordinates and full color intensity ranges.

- ✓ All control points visible on screen shall be checked against X,Y information collected from ground control points.
 - ✓ Images will be complete tiles where possible. Partial tiles may be permitted in areas over water beyond the reach of ground control and aerial triangulation.
 - ✓ The positional accuracy of pass points established by analytic triangulation shall meet or exceed National Map Accuracy Standards.
 - ✓ All horizontal and vertical ground positions computed by aerial triangulation will be in the Florida State Plane Coordinate System (East Zone) and referenced to NAD83/90 and NAVD88
- c. Image Deliverables
- ✓ True Color and CIR orthophotography.
 - ✓ During regularly scheduled project deliveries by geographic area, the County will receive TIFF (tif/tfw) or GeoTIFF (tif) formatted True Color and CIR orthophotography files.
 - ✓ At the completion of the project, Woolpert shall provide to the County two copies of the Aerial Triangulation Report that will cover the following:
 - Calculated coordinates of the pass points,
 - Residuals of the ground control points,
 - Software, and
 - Equipment.

II. DTM Development

Woolpert will develop a digital terrain model (DTM) by first using image autocorrelation techniques to develop an initial terrain model, which will then be supplemented by photogrammetrically-compiled breaklines to strengthen the DTM. The DTM will be sufficient for orthorectification to the required horizontal accuracy standards, but will not be suitable for generation of ground contours.

4. PROJECT AND PAYMENT/DELIVERABLES SCHEDULES

- A.** Invoices submitted will be itemized as to the deliverables represented in the Schedule of Payment and Deliverables contained in the awarded contract.
- B.** To avoid delays in payment, each item included in the invoice shall be clearly attributed back to the Schedule of Payment and Deliverables so there will be no uncertainty in determining which item for which Woolpert is requesting payment.

- C. The Schedule of Payment and Deliverables shall be itemized by work phase in the left most column, with the month of the year and expected deliverable in subsequent columns.
- D. If it is helpful in understanding invoices, Woolpert shall further break down deliverables within each monthly column.
- E. Woolpert shall submit a detailed Project Schedule that addresses each work phase. This Project Schedule will become the basis of the Schedule of Payment and Deliverables.

EXHIBIT 'B'

FINANCIAL SUMMARY

The DEPARTMENT is authorizing the reimbursement of eligible PROJECT costs to Woolpert in accordance with this Agreement. The DEPARTMENT's current Adopted Work Program and the COUNTY's budget allocates the following funding for fiscal year FY 05/06, for PROJECT completion:

<u>Fiscal Year:</u>	<u>Amount:</u>	<u>Fund Type:</u>
<u>2004/05</u>	<u>\$350,000.00</u>	<u>County & DDR*</u>
<u>TOTAL ESTIMATED PROJECT CONSTRUCTION COSTS:</u>		<u>\$350,000.00</u>
<u>MAXIMUM COUNTY PROJECT COSTS</u>		<u>\$330,000.00</u>
<u>MAXIMUM DEPARTMENT FINANCIAL PARTICIPATION:</u>		<u>\$ 20,000.00</u>

* DDR = Dedicated Department Revenue

EXHIBIT 'C'
COUNTY RESOLUTION

To be attached hereto and incorporated herein once ratified by the Monroe County Board of County Commissioners.

Catalog of State Financial Assistance No.: ??,???
Financial Project ID No: ??????-?-??-??

EXHIBIT 'D'

FDOT – WOOLPERT CONTRACT

EXHIBIT 'E'

AUDIT REPORTS

The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fssa.state.fl.us.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by COUNTY staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the COUNTY. In the event the COUNTY determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the COUNTY staff to the DEPARTMENT regarding such audit. The DEPARTMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the COUNTY, Clerk of Courts.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the DEPARTMENT by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 (\$500,000 for fiscal years ending on September 30, 2004, and thereafter) in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the DEPARTMENT by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year (\$500,000 for fiscal years ending on September 30, 2004, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 (\$500,000) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

5. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

NOTICE OF FEDERAL FUNDING AVAILABILITY

GRANT TITLE/LINK	<p>➤ Environmental Education Grants Program</p> <p>http://a257.g.akamaitech.net/7/257/2422/01jan20051800/edocket.access.gpo.gov/2005/05-19708.htm</p>
FUNDING SOURCE And LINK	<p>➤ Environmental Protection Agency</p>
WHO CAN APPLY?	<p>➤ Any local education agency, college or university, state education or environmental agency, not-for-profit organization as described in Section 501(c)(3) of the Internal Revenue Code, or noncommercial educational broadcasting entity may submit a proposal.</p>
PROGRAM DESIGN	<p>➤ This document solicits grant proposals to support environmental education projects that promote environmental stewardship and help develop aware and responsible students, teachers, and citizens. This grant program provides financial support for projects which design, demonstrate, or disseminate environmental education practices, methods, or techniques as described in this notice.</p>
HOW CAN THE GRANT MONEY BE USED?	<p>➤ Anticipated outcomes for environmental education grants include:</p> <ul style="list-style-type: none"> (1) Promotion of environmental stewardship; (2) increased environmental knowledge and public awareness of environmental issues as measured by pre- and post-training surveys; (3) improved environmental literacy; (4) improved teacher access to training and research on environmental topics; and (5) sustainable environmental education programs.
GRANT AMOUNT and Number of Awards	<p>➤ Number of Awards: 150 grants are estimated, subject to the availability of funds and the quality of applications received. Most grants will be in the \$10,000 to \$15,000 range.</p>
MATCH/LEVERAGE REQUIREMENT	<p>➤ Non-federal matching funds of at least 25% of the total cost of the grant project are required.</p>
APPLICATION DUE DATE	<p>➤ November 23, 2005</p>

OTHER GRANT INFORMATION

➤ **Link to Federal Register Announcement:**

<http://a257.g.akamaitech.net/7/257/2422/01jan20051800/edocket.access.gpo.gov/2005/05-19708.htm>

- An organization may submit more than one proposal to Headquarters and or a Regional office if the proposals are for different projects.